

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 55
2. Contract No.		3. Solicitation No. W52P1J-05-R-0237		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006JUL21	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-R ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** _____ **until** 02:00pm **(hour) local time** 2006AUG21 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name CHRIS EISCHEN E-mail address: CHRISTOPHER.EISCHEN@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5098
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

(End of narrative)

(AS7002)

A-2	52.246-4536 LOCAL	SUPPLEMENTAL INFORMATION FOR 2-D BAR CODING VERIFICATION	JUL/2005
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(a) The following website and guide are provided as reference and to assist in understanding and constructing 2-D bar code item identification labels.

(1) Website for government developed bar code software, Joint Munitions Bar Code Labeler (JMBL) is:

<http://www.savi.com/downloads/JMBL/index.html>

(2) An introductory guide, "The Requirements and Implementation of 2-D Bar Codes on Munitions", is available upon request from HQ, JMC, SFSJM-CTA, 309-782-5206.

(b) The guide will give you background information on the what and why of 2-D bar codes for exterior shipping containers (boxes, cans, etc.) and unitized (palletized) loads. The website makes available software originally developed for government-owned, government-operated facilities. The software generates MIL-STD-129P compliant ammunition identification labels, and supports specific printers and label stock which conform to the requirements of MIL-PRF-61002A. The website also contains software user's and administrator's guides you may find helpful. The software is now made available to JMC suppliers at no charge, but comes with no warranty or support of any kind.

(End of narrative)

(AS7003)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0237 MOD/AMD</p>	<p style="text-align: center;">Page 3 of 55</p>
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Name of Offeror or Contractor:

81mm, 120mm,60mm Illum/IR Parachutes

NOTICE: This acquisition is restricted to the United States under the Berry Amendment for everything down to and including all raw materials, and shall be acquired via competitive, best value procedures.

1. This Request For Proposal (RFP), W52P1J-05-R-0237, is for 81mm, 120mm, and 60mm Illum/IR Parachutes.
2. It is anticipated that this action will result in a best value, competitive 5-year (Base year with an option and 4 Option years) firm fixed price contract. There will be evaluated options with ranges included in this award as set forth in Section I of this solicitation.

ATTENTION TO OFFERORS-

The Government reserves the right to increase the quantity of item(s), as set forth in Section I, by a quantity of up to and including but not exceeding the maximum quantity in the ranges listed in Section I as an evaluated option at the quoted price(s). These additional quantities will maintain a cumulative total throughout the given fiscal year as set forth in the following example (refer to the chart below):

An initial quantity of 1,000 units (range 1) is purchased, therefore the unit price is \$10 each. Within the same fiscal year an additional 1,000 units are purchased, which will increase the cumulative total to 2,000 units (range 2), therefore the unit price for the additional 1,000 units is \$8 each. An additional 3,000 units are purchased, which will increase the cumulative total to 5,000 units. The cumulative total remains in range 2, therefore the unit price for the additional 3,000 units is \$8 each. Before the end of the fiscal year an additional 2,000 units are purchased, which will increase the cumulative total to 7,000 units (range 3). As a result, the additional 2,000 units will have a unit price of \$6 each.

Range	Quantity	Unit Price
1	1-1,000	\$10
2	1,001-5,000	\$8
3	5,001-10,000	\$6

3. All offerors are cautioned to pay specific attention to Section L, "Instructions for Proposal Preparation". Offerors should read Section M in its entirety, very carefully. This acquisition will be awarded based on evaluation of the offeror's proposal, using the areas, factors, and subfactors, listed in Section M of the Request for Proposal (RFP). The acquisition will be awarded based on the evaluation of technical/management, recent relevant past performance, price, and small business utilization plan that provides the best value to the Government; therefore, the award may be made to other than the lowest priced offeror.

Offerors should also take special note of the provision at Federal Acquisition Regulation (FAR) 52.215-1, Instruction to Offerors - Competitive Acquisition. The Government intends to award a contract resulting from this solicitation without discussions with offerors (except clarifications described in FAR 15.306(a). Initial proposals should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if determined necessary by the Contracting Officer.

Offerors are cautioned to ensure that their proposals are fully complete, including all fill ins and blanks in the solicitation. This also includes small business subcontracting plans and written approval from the cognizant Contracting Officer to use rent free Government owned Facilities and Equipment.

Offerors are directed to the provision in Section L regarding Central Contractor Registration (CCR). Failure to register in the CCR will preclude an offeror from receiving award under this solicitation.

In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan, which is incorporated into the SOW in Section J, Attachment 012.

4. This RFP should not be discussed with any Government Employee except the Contracting Officer, Mr. Norman Brown. Failure to adhere to this restriction may be grounds to declare your firm ineligible for consideration of any award resulting from this competitive acquisition.

This executive summary is provided as an administrative convenience and is not intended to alter the terms and conditions of this solicitation in any way. Any inconsistencies between this executive summary and other solicitation provisions shall be resolved in favor of the other solicitation provisions.

It is requested that all questions/comments regarding this solicitation be submitted not later than 5 working days from this notice. The Government's contractual representatives for this RFP are Mr. Norm Brown, (309) 782-3709 and Mr. Chris Eischen, (309) 782-5098. Your comments and/or questions should be directed, in writing, to these individuals either by mail (see block 7 of SF33 for address), by facsimile at (309)782-3919, or by electronic mail (email) at BrownN@afsc.army.mil or Eischenc@afsc.army.mil. Please indicate the RFP number, W52P1J-05-R-0237, on the outside of the envelope or transmittal sheet covering all correspondence pertaining to this solicitation.

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*** END OF NARRATIVE A 001 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	PRODUCTION QUANTITY NSN: 9999-99-999-9999 SECURITY CLASS: Unclassified				
0001AA	FIRST ARTICLE TEST NOUN: FIRST ARTICLE TEST REPORT <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR__ SIG_CD MARK FOR TP_CD 001 3 DEL REL_CD QUANTITY DAYS AFTER AWARD 001 1 0090 FOB POINT: Destination SHIP TO: PARCEL POST ADDRESS (Z55555) SEE SECTION E	1	LO	\$ ** NSP **	\$ ** NSP **
0001AB	PRODUCTION QUANTITY WITH FIRST ARTICLE NOUN: 120MM M983 PLANNING PRON PRON: HH6331101A PRON AMD: 01 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL_CD MILSTRIP ADDR__ SIG_CD MARK FOR TP_CD 001 W15BW960333314 Y00000 M 3 DEL REL_CD QUANTITY DAYS AFTER AWARD 001 12,000 0180	12000	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u></p> <p>NOUN: 120MM M983 PLANNING PRON PRON: HH6331101A PRON AMD: 01</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W15BW960333314 Y00000 M 3 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 12,000 0090</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.</p>	12000	EA	\$ _____	\$ _____
0002	<p><u>DATA ITEM</u></p> <p>NOUN: DATA ITEM REPORTS (1423) SECURITY CLASS: Unclassified</p> <p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities, and schedules set forth in the Contract Data Requirements List (DD Form 1423). Exhibit A.</p> <p>A DD250 IS NOT REQUIRED.</p> <p>(End of narrative B001)</p>			\$ ** NSP **	\$ ** NSP **

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988
(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.			
(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package Listing - TDPL - See SCOPE OF WORK (SOW), dated 11 July 2006, ATTACHMENT 12 IN SECTION J with revisions in effect as of (See SOW) (except as follows):			
(End of statement of work)			
(CS6100)			

C-2	52.246-4535 LOCAL	STATEMENT OF WORK - AMMUNITION DATA CARDS AND REPORT OF CONTRACTOR BALLISTIC TESTING	NOV/2005
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Ammunition Data Cards shall be prepared in accordance with MIL-STD-1168 and shall follow the format required by the world wide web application identified as WARP or Worldwide Ammunition-data Repository Program. This shall also include, if required on the DD Form 1423, a Report of Contractor Lot Acceptance/Ballistic Testing. Additional details on both of these WARP applications are provided below. Prior to gaining access to WARP contractor/facility personnel involved in the preparation of ammunition data cards shall obtain a userid and password for the Army Electronic Product Support (AEPS) network. Instructions and help for obtaining an AEPS userid and password are as follows:

(a) AEPS Access Procedures

(1) The Army Electronic Product Support (AEPS) is a Department of Defense logistics website. Entering AEPS will allow you access to the SECURED AREA of the Army Electronic Product Support Network. A username and password are required to enter this area. Only authorized DoD personnel and contractors with current active contracts with DoD will receive access into the AEPS website. If you have a requirement for the AEPS website, you must fill out and submit the AEPS Access Request Form found at the following web address:

<http://aeps.ria.army.mil/aepspublic.cfm>

(2) You must click on "Access Request Form" and continue through the steps until completion and click on SUBMIT. You are required to provide a supervisor name, email and phone number if you are a DoD civilian or military. Government contractors are required to provide CAGE code, Contract Number and COR/COTR with "Government" email address. All requestors must provide their Information Assurance Security Officer's (IASO, formerly ISSO) name, email, DSN phone and commercial phone.

(3) After submitting the request, your supervisor/COR/COTR will be emailed a copy of your request and will be asked to verify your information before a user ID will be issued. AEPS User ID and AEPS Login Name mean the same. Your supervisor must REPLY back to the email providing the following:

Approval? (YES/NO)
Supervisor Name
Supervisor E-Mail
Supervisor Phone

(4) The COR/COTR must also provide the same information stated above in his/her REPLY plus provide the Contract Expiration Date (format - MM/DD/YYYY).

(5) Upon notification from your supervisor/COR/COTR, you will be emailed an AEPS User Login Name and instructions for logging into the AEPS website. You will use the AEPS password that you assigned to yourself when you filled out the access request form.

(6) Once you gain access to the AEPS website, you can change your personal information when needed to keep your file current.

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(b) AEPS HELP-DESK and Problem Reporting Procedures

(1) Reporting Problems - The AEPS Help Desk has several means of reporting problems:

Call 1-888-LOG-HELP (1-888-564-4357) to speak to an AEPS representative
Contact the AEPS Help-Desk at Comm. (309) 782-0699 or DSN 793-0699 or (309) 782-1426 or DSN 793-1426
Contact the AEPS Help-Desk by FAX: (309) 782-1426 or DSN 793-1426
Contact the AEPS Webmaster by Email: Webmaster (martinj2@ria.army.mil)

Each phone call, email or fax is handled in a prompt and courteous manner. Responses to problems are provided by phone and/or email.

(2) Other means to help assist you in identifying your problems can be found on the AEPS Help Section at web link:
<http://aeps/ria.army.mil/help.cfm>

Here you will find Questions and Answers by clicking in either of the two FAQ subcategories reflected under the HELP tab:

AQs - AEPS Access Request Process or SSL FAQs - Secured Socket Layer

(3) You may also check out our new Frequently Asked Questions (<https://aeps.ria.army.mil/aepsga.cfm>) page to get answers on access problems as another means of assistance.

(4) The AEPS Help Section screen <http://aeps.ria.army.mil/help.cfm> also reflects two other topics that can be clicked on to provide further assistance:

Password Problems or Request Status" at <https://aeps.ria.army.mil/request/info/UserScreen.cfm>

Ask the AEPS Public Help Knowledge Base" at <http://aeps.ria.army.mil/help/aepshelpmain.cfm>

(c) Worldwide Ammunition-data Repository Program (WARP)

Once you have obtained an AEPS userid and password allowing entry to the secured area of AEPS you can access the WARP application by scrolling to the bottom of the list of AEPS applications. The WARP opening main page and all subsequent pages contain multiple navigational aids to guide you through the process of inputting information necessary for creating a new ammunition data card. An online users manual will provide additional help in the development of an ammunition data card and it is recommended that you download and read the users manual prior to inputting your initial data card. The user's manual also contains screen shots, which depict what the inputter will see during the ADC input process.

(d) Ammunition Data Card Input

ADC input allows current contractors and government facilities the capability to create, and submit for approval, ADCs which meet the format requirement of MIL-STD-1168B. ADCs are automatically forwarded to the respective Governmental Agency Responsible for Acceptance (GARA). The GARA, in most cases the Defense Contract Management Agency (DCMA) Quality Assurance Representative (QAR), reviews contractor input for accuracy and completeness, and after updating the disposition code for the specific lot, submits the ADC to the database. The inputter is granted access only to ADCs identified with its specific manufacturing code, as identified in MIL-HDBK-1461A, Manufacturer's Symbols. The use of previously inputted ADCs through the TEMPLATE option, significantly reduces input effort, while increasing accuracy and consistency of data.

(e) Email Notification

WARP provides immediate, automated notification to process participants when actions are required. When the producer has completed an ADC submission, an email message is routed to the GARA advising that an ADC awaits review and approval. If the GARA approves the ADC as submitted, the ADC is released to the base and an email, with approved data card, is routed back to the originator. If the ADC requires modification or correction to be in accordance with MIL-STD-1168B requirements, an email is provided to the ADC originator advising that corrective action is required prior to approval.

(f) Information Updates

It is important that the System Administrators are apprised when a producer receives a new contract. The producer shall notify JMC-WARP@afsc.army.mil within 30 days after receipt of a new contract. Information to be included shall be the contract number, item, GARA, Manufacturer's identification symbol and the names of the individuals who will be inputting ADCs into the system. If you are a new producer and do not have a Manufacturer's identification symbol, you can obtain one by sending an email to JMC-WARP@afsc.army.mil. The email must contain manufacturer's name, address where performance of the contract will

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take place, and a point of contact.

- (g) Report of Contractor Ballistic Testing Module
- (1) In addition to its ADC function, WARP also serves as a repository for reports of contractor ballistic (or functional) testing. Whenever the contract requires contractor performance of ballistic testing, the results of such testing shall be captured by you, the performing contractor, within a specially designed Lot Acceptance Test Report (LATR) module.
- (2) Within the LATR module, you are required to provide a report of any contractor ballistic testing and to submit the report in electronic fashion via the WWW. The report must be a .pdf file for the upload process to work.
- (3) The LATR tab on the WARP opening page provides access to the upload process.
- (4) An online users manual will provide additional help in the upload process for a Report of Contractor Ballistic Testing. It is recommended that you download and read the users manual prior to uploading your initial Report of Contractor Ballistic Testing. The users manual also contains screen shots which depict the upload process.
- (5) The upload process is simple and direct. After inputting several key pieces of information (contract number, noun, etc.) on the LATR initial page the inputter selects the upload button and the LATR module will browse the inputter's hard drive until the correct file is found. At the click of a button the file is uploaded to WARP and the process is complete.
- (End of statement of work)

(CS7200)

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|-----|-------------|-------------------------------------------------|----------|
| C-3 | 52.246-4536 | STATEMENT OF WORK - 2-D BAR CODING VERIFICATION | JUL/2005 |
| | LOCAL | | |
- (a) As a logistics measure to improve inventory, accountability, security and control, the supplier is required to provide 2-D Bar Codes in accordance with MIL-STD-129 and MIL-PRF-61002 and as further detailed in Section D of the contract.
- (b) An approval of the supplier's 2-D Bar Code Label is required before any product shall be presented for acceptance to the Government Quality Assurance Representative. Prior to formal submission of product to the Government for acceptance, a first time sample of the supplier's initial 2-D Bar Coding Label, comprising of two (2) each of the exterior pack label and two (2) each of the pallet label, shall be submitted for approval to the Joint Munitions Command, Attn: SFSJM-QAP to be read by a High Performance Bar Code Verification system.
- (c) Within fifteen calendar days, the supplier will be notified electronically of the approval, conditional approval, or disapproval of the submitted 2-D Bar Code Label. A notice of conditional approval shall state any further actions required of the supplier. A notice of disapproval shall cite reasons for the disapproval.
- (d) Once approval of the 2-D Bar Code Label is received, the supplier may begin presenting product to the Government for acceptance.
- (e) During life cycle management of the product, the Government may randomly perform checks of the integrity and conformity of the 2-D Bar Code labeling that is affixed to the supplier's product.
- (f) The supplier is responsible for all costs associated with correcting 2-D Bar Code labels that do not meet contractual requirements.
- (End of statement of work)

(CS7300)

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|-----|-------------|----------------------------------------|----------|
| C-4 | 52.248-4502 | CONFIGURATION MANAGEMENT DOCUMENTATION | MAY/2001 |
| | LOCAL | | |
- (a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.
- (b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the

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changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

(c) If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

(d) Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
	(a) Packaging shall be in accordance with Section D shown below, dated 11 JUL 06		
	(b) When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.		
	(c) Marking shall be in accordance with D.2 below.		

D.1 Preservation, Packaging and Packing

D.1.1 Unit Packaging - A quantity of 10 Parachute Folding and Packing Assemblies shall be packaged in a barrier bag conforming to Type I, Class E, Sytle 1 of MIL-DTL-117. Prior to heat sealing, excess air shall be manually exhausted from the barrier bag and care taken to ensure that the parachute assemblies are not folded/distorted. A second heat seal, located 1/2 inch above the first, is required. All packaging materials shall be thoroughly dry at the time of packing. Maximum moisture content of all packaging materials shall be 8%.

D.1.2 Exterior Packaging - A quantity of 10 unit packs shall be placed in an intermediate container conforming to an ASTM D5118, Type RSC, Grade W5c fiberfoard box. A-A-883 Tape shall be applied over any staples protruding to the interior of the box. Bags shall be laid flat and care taken to avoid distortionof the parachute assemblies. Boxes shall be sealed in accordance with ASTM D1974, Sealing Method B.

D.1.3 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for portection are not considered contaminants.

D.2 Marking

D.2.1 General Marking: All unit packages, exterior packs, and unitized loads shall be marked in accordance with MIL-STD-129P, dated 15 December 2003 (Standard Practice for Military Marking). Unless otherwise specified, shipments shall have the address markings applied to the Identification marked side of the exterior shipping container or to the unitized load markings. The following shall be marked "FROM: name and address of consignor, and TO: name and address of consignee".

D.2.2 Additional Marking Requirements:

Basic Quantities: Each box under the basic quantity shall be stenciled to identify the:
1) Lot Number
2) Contract Number and Contract Line Item Number.
Option Quantities: Will require the same marking as for the basic.
Numbers and descriptions will be identified at time of option award.

D.3 Unitization

D.3.1 Unitization: Shipments of identical items going to the same destination shall be palletized. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. The preferred commercial expendable pallet is a 40 x 48 inch, 4-way entry pallet. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D.4 Quality Assurance for Packaging

D.4.1 Quality Assurance for Packaging - The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the package.

NOTE: The above information is also stated in the Scope of Work, dated 11 JUL 2006, included as Attachment 12 in Section J.

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EXCEPTION: N/A

(End of clause)

(DS6303)

D-252.247-4521UNITIZATION/PALLETIZATIONMAR/1988LOCAL

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

(a) The first article shall consist of:

The contractor to provide First Article Test Samples and test equipment in accordance to item specification referenced with the the items's TDP,

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

(b) The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

(c) The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

(d) The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed

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upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

(e) A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to ARDEC.

(f) Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

E-4	52.246-4550	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	FEB/2004
	LOCAL		

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- () ISO 9002
- (X) ISO 9001-2000; only design/development exclusions permitted
- () ISO 9001-2000; no exclusions permitted

or an alterate program/system approved by the activity listed in block 7 of the Standard Form 33, in effect on the contract date and which is hereby incorporated into this contract.

(End of clause)

(ES6001)

E-5	52.245-4545	MIL-STD-1916	OCT/2000
	LOCAL		

The Department of Defense (DoD) Preferred Methods for this Acceptance of Product, MIL-STD-1916, shall be used for this procurement action. All references to MIL-STD-105, MIL-STD-414, MIL-STD-1235, and ANSI Z1.4 appearing in the Technical Data Package (TDP) are replaced by MIL-STD-1916. Verification Levels (VL) shall replace AQLs and shall be VL IV for major characteristics and VL II for minor characteristics.

(End of clause)

(ES7650)

E-6	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or

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contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-7

52.246.4531

ACCEPTANCE INSPECTION EQUIPMENT

MAY/1994

LOCAL

(a) Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.

(b) The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.

(c) All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.

(d) Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.

(e) Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

(f) The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

(End of clause)

(ES7010)

E-8

52.246-4532

DESTRUCTIVE TESTING

MAY/1994

LOCAL

(a) All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being

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included in the contract unit price.

(b) Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

(c) All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

(d) The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance inprocess testing, unless specifically authorized by the Contracting Officer.

(e) The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of clause)

(ES7011)

E-9	52.246-4552	CRITICAL CHARACTERISTICS	FEB/2004
	LOCAL		

(a) The contractors processes shall be designed to prevent the creation or occurrence of critical nonconformances. The contractor shall establish, document and maintain specific procedures, work and handling instructions and process controls relating to any critical characteristics.

(b) The contractor shall assure his critical processes are robust in design such that product and performance are relatively insensitive to design and manufacturing parameters. A robust design anticipates changes and problems. Robust processes shall be designed to yield less than one nonconformance in one million.

(c) An inspection/verification system shall be employed that will verify the robustness of your critical processes. Maximum use should be made of automated inspection equipment to accomplish verification of product quality. Mistake proofing techniques of your material handling and inspection systems are encouraged.

(d) Previous Practices/Special Characteristics. As a result of previous practices, the governments technical data may refer to Critical (not annotated with I or II) and Special characteristics. Characteristics classified as Critical (not annotated with a I or II) shall be subject to all requirements herein associated with Critical (I) characteristics and level I Critical nonconformances. Unless otherwise stated in Section C, characteristics classified as Special shall be subject to all requirements herein associated with Critical (II) and Level (II) Critical nonconformances.

(e) Contractor Identified Critical Characteristics List (CICCL). Not including critical characteristics defined in the governments technical data (drawings, specifications, etc.), the contractor shall identify and document all material, component, subassembly and assembly characteristics whose nonconformances may result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product. All additional critical characteristics identified by the contractor shall comply with the critical characteristic requirements of the technical data package, supplemented herein. The contractors additional critical characteristics shall be classified as Critical (I) or Critical (II), and shall be reviewed and approved by the procuring activity prior to manufacturing (DI-SAFT-80970A). The following definitions are provided.

Level I critical nonconformance. A nonconformance of a critical characteristic that judgment and experience indicate would result in hazardous or unsafe conditions for individuals using, maintaining or depending upon the product; or a nonconformance that judgment and experience indicate would prevent performance of the tactical function of a weapon system or major end item.

The following (as a minimum) are classified as Level I critical nonconformances:

- (1) A nonconformance that will result in a hazardous or unsafe condition (often referred to as a single point failure).
- (2) A nonconformance that will remove or degrade a safety feature (such as those in a safe and arm device or fuzing system).
- (3) A nonconformance that will result in violation of mandatory safety policies or standards.

Level II critical nonconformance: A nonconformance of a critical characteristic, other than Level I. This includes the

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nonconformance of a characteristic that judgment and experience indicate may, depending upon the degree of variance from the design requirement, the presence of other nonconformances or procedural errors:

- (1) result in a hazardous or unsafe conditions for individuals using, maintaining or depending upon the product, or
- (2) prevent performance of the tactical function of a major end item.
- (f) In the event that a Critical nonconformance is found anywhere in the production process, the contractor, as part of his quality system, shall have procedures in place to ensure:
 - (1) The nonconformance is positively identified and segregated so that there is no possibility of the item inadvertently re-entering the production process. This control shall be accomplished without affecting or impairing subsequent defect analysis.
 - (2) The operation that produced the defective component or assembly and any other operations incorporating that component or assembly are immediately stopped.
 - (3) The government is immediately notified of the critical nonconformance (telephonically and electronic mail.) (DI-SAFT-80970A).
 - (4) Any suspect material (material in process that may contain the same defect) is identified, segregated and suspended from any further processing.
 - (5) An investigation is conducted to determine the cause of the deficiency and required corrective actions. A report of this investigation shall be submitted to the government (DI-SAFT-80970A). The use of the DID report shall not delay notification to the government.
 - (6) A request to restart manufacturing or to use any suspect material associated with the critical nonconformance is submitted to the government (DI-SAFT-80970A). Restart of production shall not occur until the investigations are complete or upon authorization from the procuring contracting officer. All objective evidence of the investigations to date shall be available for review at the time of restart. Suspect materiel found to be nonconforming shall not be used without Government approval.
 - (g) The contractor may develop alternative plans and provisions relative to government or contractor identified Critical level (I) and Critical Level (II) characteristics. The provisions shall be submitted to the government for advanced approval and shall address the following:
 - (1) Complete explanation of potential failure mode(s) together with supporting historical and statistical data.
 - (2) Pre-established plan of action (POA) to be taken when a critical nonconformance occurs and a description of controls to ensure there is no possibility of the nonconforming item inadvertently entering the production process.
 - (3) Means of tracking nonconformance rate, investigative results and corrective actions taken.
 - (4) Method to immediately verify that a produced critical nonconformance is consistent with the identified failure mode(s) and does not exceed the historical nonconformance rate. The contractor can resume production without specific government approval based upon the pre-approved alternate plans and provisions for Critical (I) characteristics and level (I) Critical nonconformances and Critical (II) characteristics and level (II) Critical nonconformances.
 - (h) If a critical nonconformance is discovered during further processing or loading, the original manufacturer who introduced the critical nonconformance shall bear responsibility for the nonconformance.
 - (i) The Government Quality Assurance Representative will perform the surveillance actions necessary to ensure compliance with this clause.

(End of clause)

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-34	F.O.B. DESTINATION	NOV/1991
F-5	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-6	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-7	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
	LOCAL		

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
- (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000: N/A

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
 - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
 - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
 - (i) The Contractor shall
 - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
 - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:
 - (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
 - (2) Unique item identifier type.
 - (3) Issuing agency code (if concatenated unique item identifier is used).
 - (4) Enterprise identifier (if concatenated unique item identifier is used).
 - (5) Original part number.
 - (6) Lot or batch number.
 - (7) Current part number (if not the same as the original part number).
 - (8) Current part number effective date.
 - (9) Serial number.

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Name of Offeror or Contractor:

(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number.**

(7) Lot or batch number.**

(8) Current part number (if not the same as the original part number).**

(9) Current part number effective date.**

(10) Serial number.**

(11) Unit of measure.

(12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3	52.242-4506	PROGRESS PAYMENT LIMITATION - INCURRED COSTS	MAR/1988
	LOCAL		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed 10 percent (10%) of the initial award value of the contract.

(End of clause)

(HS6002)

H-4	52.242-4558	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS	JUN/1996
	LOCAL	REPORTS	

(a) Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number).

(b) The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting

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Name of Offeror or Contractor:

any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award Document	1
Administration Office (ACO)	See Award Document	3
Production Manager	Commander U.S. Army Joint Munitions Command ATTN: SFSJM-CDA (Ms. Sally Kent) Rock Island, IL 61299	1
(End of clause)		

(HS6026)

H-5	52.246-4557	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
	LOCAL		
Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.			

Send copies to:

1. Purchasing Office

Commander
U.S. Army Sustainment Command
ATTN: AMSAS-ACA-R
Rock Island, IL 61299
2. Production Management

Commander
U.S. Army Joint Munitions Command
ATTN: SFSJM-CDA (Ms. Sally Kent)
Rock Island, IL 61299
3. Send additional copies to -3- in accordance with Table 1 and Table 2.

(End of clause)

(HS6025)

H-6	5101.602-2	AVAILABILITY OF FUNDS	OCT/2001
	AFARS		
Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.			
(End of clause)			

(HD7006)

H-7	52.242-4591	CONTRACTOR PERFORMANCE INFORMATION	DEC/2005
The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:			

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Name of Offeror or Contractor:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-8 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993

LOCAL

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-17	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-20	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-25	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-29	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-30	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-31	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-35	52.232-1	PAYMENTS	APR/1984
I-36	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-37	52.232-11	EXTRAS	APR/1984
I-38	52.232-16	PROGRESS PAYMENTS	APR/2003
I-39	52.232-17	INTEREST	JUN/1996
I-40	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	OCT/2003
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-47	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-48	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-49	52.242-13	BANKRUPTCY	JUL/1995
I-50	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-51	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-52	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-57	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-58	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-59	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-60	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-61	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-62	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-63	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-64	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-65	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-66	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-67	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-68	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-69	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-70	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-71	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-72	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-73	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-74	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of any resultant contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-75	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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Name of Offeror or Contractor:

(a) This solicitation includes an evaluated option (See Section M).

(b) The Government reserves the right to increase the quantity of item(s) below by a quantity of up to and including but not exceeding the maximum quantity in the ranges shown below as an evaluated option at the price(s) quoted below.

(c) If the Contractor does not quote a price hereunder, the contractor could be considered non-responsive. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

(d) The Contracting Officer may exercise the evaluated option as shown on the expiration dates listed below each fiscal year by giving written notice to the Contractor.

(e) Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

(f) Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

(g) Offered Unit Prices for the Option Quantities are:

FY06/07:

81mm (Includes M853A1 and M816)

FAT	Total Price \$_____
4,000-25,000	Unit Price \$_____
25,001-46,000	Unit Price \$_____
46,001-67,000	Unit Price \$_____ (Most Probable Quantity)
67,001-88,000	Unit Price \$_____

120mm (Includes M983 and M930)

FAT	Total Price \$_____
1,000-10,000	Unit Price \$_____
10,001-19,000	Unit Price \$_____ (Most Probable Quantity)
19,001-37,000	Unit Price \$_____

60mm (Includes M721 and M767)

FAT	Total Price \$_____
1,000-10,000	Unit Price \$_____
10,001-20,000	Unit Price \$_____ (Most Probable Quantity)
20,001-30,000	Unit Price \$_____

Expiration Date: 30 Sep 2007

FY08

81mm (Includes M853A1 and M816)

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Name of Offeror or Contractor:

FAT Total Price \$_____

1,000-19,000 Unit Price \$_____

19,001-37,000 Unit Price \$_____ (Most Probable Quantity)

37,001-55,000 Unit Price \$_____

120mm (Includes M983 and M930)

FAT Total Price \$_____

1,000-8,000 Unit Price \$_____

8,001-15,000 Unit Price \$_____ (Most Probable Quantity)

15,001-30,000 Unit Price \$_____

60mm (Includes M721 and M767)

FAT Total Price \$_____

1,000-10,000 Unit Price \$_____

10,001-20,000 Unit Price \$_____ (Most Probable Quantity)

20,001-30,000 Unit Price \$_____

Expiration Date: 30 Sep 2008

FY 09

81mm (Includes M853A1 and M816)

FAT Total Price \$_____

5,000-25,000 Unit Price \$_____

25,001-45,000 Unit Price \$_____

45,001-65,000 Unit Price \$_____ (Most Probable Quantity)

65,001-85,000 Unit Price \$_____

120mm (Includes M983 and M930)

FAT Total Price \$_____

1,000-10,000 Unit Price \$_____

10,001-19,000 Unit Price \$_____ (Most Probable Quantity)

19,001-29,000 Unit Price \$_____

60mm (Includes M721 and M767)

FAT Total Price \$_____

1,000-10,000 Unit Price \$_____

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Name of Offeror or Contractor:

10,001-20,000 Unit Price \$_____ (Most Probable Quantity)

20,001-30,000 Unit Price \$_____

Expiration Date: 30 Sep 2009

FY10

81mm (Includes M853A1 and M816)

FAT Total Price \$_____

20,000-50,000 Unit Price \$_____

50,001-80,000 Unit Price \$_____

80,001-110,000 Unit Price \$_____ (Most Probable Quantity)

110,001-140,000 Unit Price \$_____

120mm (Includes M983 and M930)

FAT Total Price \$_____

1,000-10,000 Unit Price \$_____

10,001-19,000 Unit Price \$_____ (Most Probable Quantity)

19,001-28,000 Unit Price \$_____

60mm (Includes M721 and M767)

FAT Total Price \$_____

1,000-10,000 Unit Price \$_____

10,001-20,000 Unit Price \$_____ (Most Probable Quantity)

20,001-30,000 Unit Price \$_____

Expiration Date: 30 Sep 2010

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of clause)

(IF6080)

I-76 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions."Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

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Name of Offeror or Contractor:

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- 6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment

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Name of Offeror or Contractor:

shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-77 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance - -

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

(End of clause)

(IF6070)

I-78 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause) Clause ES6031

** (See Schedule B)

(End of clause)

(IF7018)

I-79 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997

OR PRICING DATA-MODIFICATIONS

(End of clause)

I-80 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS FEB/2006

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Name of Offeror or Contractor:

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-81 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-82 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS NOV/2005
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmam.mil/20/guidebook_process.htm (paragraph 4.2).

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Name of Offeror or Contractor:

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-83	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

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Name of Offeror or Contractor:

(Title)

(End of clause)

(IA7035)

I-84 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD NOV/2005
DFARS CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-85 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-86 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005

a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	18-JAN-2006	004	
Attachment 001	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 002	GUIDANCE ON DOCUMENTATION OF CONTTACT REQUIREMENTS LIST (CDRL)		002	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	ADDRESS LIST		001	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	DATA DELIVERY DESCRIPTION - ENGINNERING CHANGE PROPOSAL (ECP)		009	
Attachment 007	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		002	
Attachment 008	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 009	IOC FORM 714-4/LISTING OF GOVERNMENT OWNED PROPERTY TO BE USED FOR PERFORMANCE	01-APR-1996	002	
Attachment 010	IOC FORM 715-3/DEFENSE PRIORITIES AND ALLOCATION SYSTEMS	01-FEB-1996	003	
Attachment 011	SFLLL/DISCLOSURE OF LOBBYING ACTIVITIES		003	
Attachment 012	SCOPE OF WORK 120MM/81MM/60MM MORTAR ILLUMINATION CARTRIDGE PARACHUTES	11-JUL-2006	019	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 314999.			
(2) The small business size standard is 500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.			
(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:			
[] (i) Paragraph (c) applies.			
[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.			
(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.			

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

(KF6006)

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K-3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF7033)

K-4 252.225-7000 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2005
DFARS

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
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(3) The following end products are other foreign end products:

Line Item Number	Country of Origin (If known)
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(End of provision)

(KA7702)

K-5	252.247-7022	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA	AUG/1992
DFARS			

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS (JAN 2004) - ALTERNATE I	OCT/1997
L-4	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-7	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-8	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of provision)

(LF6008)

L-9	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Norm Brown, ASFSF-CCA-R, Rock Island, IL 61299.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-10	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

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(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The

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primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Norm Brown, Procuring Contracting Officer.

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(End of provision)

(LM6100)

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-12 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd. Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protestlink.htm

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-13 52.209-4576 WAIVER OF FIRST ARTICLE APPROVAL SEP/1995
LOCAL

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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. _____

Dates _____

(End of provision)

(LS7009)

L-14 52.212-4501 ELECTRONIC AWARD NOTICE

APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform on grounds for a delivery schedule extension.

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(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, Federal Business Opportunities (FedBizOpps), and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided and it shall be the sole responsibility of the vendor to periodically check the ASFI at <https://acquisition.army.mil/asfi/> or FedBizOpps <http://www.fedbizopps.gov/> to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulations.

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Vendors Electronic Mail Address: _____

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(End of provision)

(LS7100)

L-15 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS
LOCAL

NOV/2005

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

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Name of Offeror or Contractor:

(End of provision)

(LS7003)

L-16 52.215-4578 COST DATA BREAKDOWN OCT/1997
LOCAL

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-17 52.215-4579 INSTRUCTIONS FOR SUBMISSION OF COST OR PRICING DATA OR INFORMATION MAY/2002
LOCAL OTHER THAN COST OR PRICING DATA

(a) Cost or pricing data shall be submitted in the format in Table 15-2 of FAR 15.408 or other format as stated in provision FAR 52.215-20 Alternate I along with your proposal.

(b) The cost or pricing data shall be submitted simultaneously to the Contracting Officer and the Administrative Contracting Officer.

(c) (1) If you use Microsoft (MS) Excel or a compatible spreadsheet software in proposal preparation, please provide an IBM compatible/MS Excel format, electronic/digital copy of the spreadsheet, which includes all process formulas, with your proposal. You are encouraged to transmit this data via e-mail. As an alternative, removable computer media, i.e., 3.5 floppy disks, ZIP drive media, or CD/DVD-ROM disks, may be submitted. These media should be protected from shipping hazards. Large files may be compressed, e.g., using PK Zip or WinZip, to expedite upload/download or to minimize media requirements. Any physical media will not be returned.

(2) If you do not employ MS Excel, or compatible software, you need not submit digital media.

(End of provision)

(LS7014)

L-18 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-19 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

(a) Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army

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Name of Offeror or Contractor:

Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

(b) These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

(c) If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
 Mr. Paul McDaniel, Attn: JCMCM-MO
 McAlester, Oklahoma 74501-9002
 (918) 420-6452
 mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
 Mr. William Peiffer, Attn: SOSRI-AP
 Rock Island, Illinois 61299-5000
 (309) 782-5178/4479
 peifferw@ria.army.mil

Watervliet Arsenal
 Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
 Watervliet, New York 12189-4050
 (518) 266-5052
 emccarthy@wva.army.mil

(End of provision)

(LS7010)

L-20	52.247-4574	F.O.B. POINT (RFPs)	SEP/1995
	LOCAL		

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

SUBMISSION OF PROPOSALS

a. Introduction. This section contains general submission instructions as well as specific requirements for contractors to submit a quantified/qualified proposal in response to RFP W52P1J-05-R-0237.

b. General. The proposal shall represent the offerors best effort and be presented in sufficient detail to allow Government evaluation of response to the requirements of the Request for Proposal (RFP). The Government will not make any assumptions as to the offerors capability, understanding, or commitment, not specified in their proposal.

Proposal Instructions

The proposal shall consist of the following:

a. Three signed and completed copies of the attached Standard Form 33 (SF33) and continuation sheet signed by a person authorized to enter into the proposed contract on behalf of the offeror. Continuation sheets to be filled in as directed (i.e., proposed costs in Section B and options, any fill-in required, such as Contract Data Requirements List (DD Forms 1423 with blocks 17 and 18 completed), Certifications and Representations in Section K and Section E, and Higher-Level Contract Quality Requirements. In addition, the Offeror must also include, in their proposal, the computation for use of Government-Owned Production and Research Property, if applicable.

b. Proposals shall be submitted in five separate volumes as outlined in the Format for Proposal section. For each volume, Technical, Management, Past Performance, Pricing (Section B and Options of the RFP completed), and Small Business Utilization Plan, an original and seven paper copies of each shall be submitted.

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Name of Offeror or Contractor:

c. Three copies of each of the above Volumes shall be compiled using the Microsoft Office for Windows suite of applications, submitted on 3-1/2 inch, high-density, double-sided diskettes or on CD-ROM, formatted for an IBM PC compatible computer. Files may also be provided in PDF format. Large files that are sent on a 3.5 inch floppy diskette need to be compressed using the utility called WinZip (<http://www.winzip.com>).

The proposal shall be submitted to the address listed in block 7 of the Request for Proposal. It is the offerors responsibility to ensure that their proposal is received by the specified closing date and time. Any offer not received by the specified date and time will be considered a late proposal.

Format for Proposal

a. The proposal shall be submitted in five volumes as set forth in the table below. Information provided shall be specific to each part.

<u>Volume</u>	<u>Title</u>	<u>Maximum Pages*</u>
I	Technical Factor	
	SUBFACTOR A - Manufacturing Process, Equipment/Production Rates, Material Subfactor	50
	SUBFACTOR B - Quality System	50
II	Management Factor	
	SUBFACTOR A - Program Management Plan	50
	SUBFACTOR B - Program Integrated Product Team (IPT) Structure	50
III	Past Performance Factor (Including sub-factors of On-Time Delivery and Quality)	Unlimited
IV	Price Factor (Section B + Options of the RFP Completed)	N/A
V	Small Business Utilization Plan Factor	As Required

b. Length. Each part shall not exceed the maximum of pages listed above. *The page count will be made by counting the pages from left to right, consecutively. Pages that exceed the page limitation for any Volume will be returned to the Offeror and will not be evaluated. Annexes, documentation and attachments that are submitted by the Offeror, which are not required as part of the RFP, will count against the page limitations. If pages are printed on both sides, each side will count as a separate page. The following will not count against page limitations: the quality manual, volume title pages, table of contents pages, cross-referencing pages, acronym lists and page dividers (used to separate proposal sections). Pages should not exceed 8-1/2 inches in width by 11 inches in length; foldout pages depicting such items as sketches, factory floor layouts, etc. may be used, with each fold counted as one page. The font used shall not be less than 10 pitch.

c. The offeror is responsible for including sufficient detail to permit a complete and accurate evaluation of the proposal. Offerors shall provide a proposal that, at a minimum, addresses those evaluation factors required in Section M. Each proposal shall also address the requirements of the general Statement of Work, Section C and Section J, Attachment 12.

Specific Instructions by volume

Offerors are responsible for including sufficient detail to permit a complete and accurate evaluation of the offerors proposal for the Technical, Management, Past Performance, Price and Small Business Utilization Factors/subfactors.

As the Government may award without discussions, the offeror is responsible for including sufficient detail to permit a complete and accurate evaluation of the proposal. The index of the proposal shall contain the appropriate volumes/titles/numbers at the beginning of the discussion text. The narrative discussions shall be related to the appropriate number at the beginning of the discussion text. All information specific to each factor will be confined to that volume. The offeror must demonstrate knowledge and capability regarding the factors/subfactors listed below.

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Specific Instructions by Factor/Subfactor

The offerors proposal will be submitted in separate volumes based on the factors/subfactors given as set forth below, and all information specific to each factor will be confined to each volume.

VOLUME I - TECHNICAL FACTOR

SUBFACTOR A - Manufacturing/Contingency Plan, Equipment/Facilities, and Material

The offeror shall provide detailed information describing the proposed manufacturing process that will be used to produce and deliver the parachutes to meet the RFP requirements, including pack out.

The offeror shall provide detailed information describing the adequacy and availability of the offerors proposed equipment, including machine/cycle times that will be used to meet the RFP requirements.

The offer shall provide an identification of, and rational for, material vendors and alternate material vendors.

SUBFACTOR B - Quality System

The offeror shall provide information regarding their overall Quality Assurance (QA) management system as evidenced by submitting their Quality Manual. In the absence of a Quality Manual, other QA documentation can be submitted, such as ISO 9001-2000 certification.

The offeror shall provide all proposed methods regarding inspection points, inspection criteria, sample sizes and frequency of inspections.

The offeror shall provide descriptions of all proposed Acceptance Inspection Equipment (AIE)and test setups, including calibration and maintenance schedules.

The offeror shall provide all Plans to identify and manage occurrences of nonconforming materials during production and to effect adequate corrective actions. (Including, but not limited to segregation, documentation, and investigation.)

The offeror shall provide all proposed use of process controls and capabilities to monitor production processes.

VOLUME II - MANAGEMENT FACTOR

SUBFACTOR A - Program Management Plan

The offeror shall provide an overall management program plan that identifies and describes all work breakdown structure key events, tasks, interdependencies, and milestones required to meet RFP requirements.

The offeror shall provide the comprehensive program schedule that meets all tasks and events required to meet RFP requirements.

The offeror shall provide all plans to overcome adverse events that impact meeting RFP delivery requirements.

The offeror shall provide and describe any discrepancies between the program plan and schedule.

SUBFACTOR B - Program Integrated Product Team Structure

The offeror shall provide information regarding the management and workforce structure, roles, and responsibilities that will be used to meet RFP requirements.

The offeror shall provide information regarding the adequacy of the experience and training of key technical staff (production, quality control, and engineering) along with training and experience of personnel that will be engaged in production. (Including, but not limited to setup personnel, production operators and assembly workers).

The offeror shall provide all information regarding any business plans or subcontractor plans.

Volume III Past Performance

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-05-R-0237 MOD/AMD</p>	<p style="text-align: center;">Page 47 of 55</p>
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Name of Offeror or Contractor:

Past Performance (to include sub-factors of On Time Delivery and Quality): For the purpose of submitting proposals, a recent contract is one that meets the following time standards: 1) occurring from 5 years prior to the solicitation closing date up until date of award, or 2) awarded more than five years prior to closing date, but for which deliveries occurred or were scheduled to occur within the five year period prior to the closing of this solicitation. The offeror must submit all contracts; government, commercial, FMS that meet the criteria of the definition for "Recent". Relevant is defined as contracts demonstrating technical/management capabilities the same as or similar to those required to perform this item. Offerors shall provide a brief narrative explanation of how/why they believe their experience is relevant; however, the USG reserves the right to determine whether an item/service is the same as or similar. For the purpose of this acquisition, offeror is defined as prime contractor and subcontractors for major components or services. The following information shall be submitted for each recent, relevant contract:

- Total Contract Value
- Description of work or NSN, Part Number and how it is relevant
- Government contracting activity, address and telephone number
- Procuring Contracting Officer, name and telephone number
- Government Contracting activity technical representative/COR, name and telephone number
- Government Contractor Administration activity, name and telephone number of the Administrative Contracting Officer
- Contract number
- Contract type (FFP, CPFF, CPIF, etc.)

SUBFACTOR A - On-Time Delivery:

Offerors shall provide information regarding recent, relevant past performance in the area of timeliness of deliveries. The offeror must provide information for deliveries made, deliveries scheduled-to-be made, and deliveries rescheduled-to-be made during the period of recent verification purposes concerning all these covered deliveries, even though this supporting information may precede the period defined as recent above. The offeror will be required to explain actions taken to identify problems that impact schedule or performance. For verification purposes, offerors should furnish a point of contact/name, phone number, contract number and dollar value of recent, relevant contracts. Where deliveries were made not in accordance with the original contract delivery schedule the offeror shall explain the cause of the deviation (slippage), corrective actions identified and their results as well as the original and revised schedules.

SUBFACTOR B - Quality:

Offerors shall provide information on their recent, relevant performance in the area of quality assurance, including quality assurance standards applied on recent, relevant contracts. The Government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. The offerors process to improve product quality will be evaluated. The offeror will be required to submit data explaining corrective actions that have been taken to improve the process and/or solve their quality problems. The offeror will be required to disclose information about previous Requests for Waiver (RFWs), Requests for Deviations (RFDs), First Article Test Failures, Lot Acceptance Failures, Ballistic Lot Acceptance Failures, Quality Deficiency Reports (QDRs), actions taken by the USG or other Competent Authority that granted or revoked ISO 9000 status (include dates) and/or other product quality or related problems. The offeror shall also present positive performance on previous contracts, such as: continuous improvement efforts; customer satisfaction awards; National or Industry Quality Awards.

The offeror shall also provide the above required information for any and all contracts it has had terminated in whole or in part, for any reason during the past five (5) years, to include those currently in the process of such termination as well as those which are not similar to the proposed effort.

New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, the offeror shall discuss in detail the role performed by such persons in the prior contracts.

Information required in the above paragraphs shall be provided for each proposed subcontractor who will perform a significant portion of the effort. Significant is defined for these purposes in terms of estimated dollar amount of the subcontract (i.e. 25% or more) and/or in terms of criticality of the subcontracted work to the whole. With regard to prime contract assignments that will be performed by the offeror and not a proposed subcontractor, the offeror shall indicate:

- (a) What internal corporate bodies/divisions will accomplish which portions of the effort
- (b) Whether or not those divisions were responsible for performance under the previous contracts cited for the instant proposal, and
- (c) If those divisions have relocated since the accomplishment of previous cited contract efforts, a description of any changes arising from the relocation in terms of key personnel, facilities, and equipment.

The offeror shall include in the proposal, the written consent of the proposed significant subcontractors to allow the Government to discuss the subcontractors past performance evaluation with the offeror should discussions be required.

The offer shall include a description of any quality awards or acknowledgements received in the last five years.

Note: The offerors are reminded that both independent data and data provided by the offerors in their proposals may be used to evaluate the offerors past performance. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon the offeror to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph, risk rejection or receipt of a high risk evaluation by the Government.

VOLUME IV - PRICE FACTOR

Offerors shall submit prices in accordance with the requirements in Section B of the solicitation. Offerors will also submit prices in accordance with the evaluated option provision in Section I of the solicitation. All prices will be quoted in U.S. dollars.

Volume V - Small Business Utilization Factor

1. All offerors (small, large and foreign) are required to identify the extent to which the following small businesses and educational institutions will be utilized in the contract:

(a) Small Businesses (SBs), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), Small Disadvantaged Businesses (SDBs), Women-Owned Small Businesses (WOSBs), Historically Underutilized Business Zone (HUBZone) Small Businesses, hereinafter all referred to as SB; and

(b) Historically Black Colleges, Universities and Minority Institutions (HBCU/MIs).

2. For Small Businesses, as identified by the size standard for the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB or HBCU/MI is to be identified and will be considered in evaluating small business utilization.

3. Small Business Utilization

(a) All offerors are to provide in the format below; company name, products/services and the estimated dollar value, type of SB, HBCU/MIs, Large Businesses who would participate in the proposed contract, estimated total SB subcontracting dollars, and the estimated total contract value.

SB TYPE	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
TOTAL SB \$			
LARGE BUSINESS	EST. \$ VALUE	PRODUCT OR SERVICE	COMPANY NAME
EST. TOTAL CONTRACT \$			
EST. TOTAL SUBCONTRACT \$			

(b) All offerors are to provide a detailed description of the proposed methods used to promote the maximum practicable opportunity for SB to participate in contracting and subcontracting, as prescribed by the Federal Acquisition Regulation (FAR) clause 52.219-8, Utilization of Small Business Concerns.

(c) Realism Offerors are to provide the following information on relevant contracts performed within three years prior to the initial solicitation closing date for the same or similar products/services:

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(i) Small business offerors shall provide the following information for each relevant contract where FAR clause 52.219-8 applied; the total contract value, the total dollars to Small business and the total subcontracting dollars to Large Business. A Small Business offeror shall identify and include their own performance in the documentation.

(ii) Large business offerors shall provide the most recent Standard Form (SF) 294, Subcontracting Report for Individual Contracts for each relevant contract where FAR clause 52.219-9 Small Business Subcontracting Plan applied.

(iii) If the large business proposes substantially different small business utilization than experienced on the SF 294, they must explain how they will accomplish and/or the reason for the higher/lower proposed level.

(iv) Large businesses that have not had a contract in the past three years incorporating FAR clause 52.219-9, shall so state.

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-4	EVALUATION OF OPTION EXERCISED AT TIME OF CONTRACT AWARD	JUN/1988
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-3	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

Evaluation Factors and Their Relative Order of Importance:

Proposals will be rated only on their content. Assumptions, preconceived ideas and personal knowledge or opinions not supported by material provided in the proposal shall not be considered or used as a basis for evaluation. The past performance evaluation may use data/information from sources other than those provided with the offerors proposal (eg. PPIMS, past customers and previous contracting officials).

Proposals will be rated based on their response to the RFP. Only factors/subfactors identified in Section M of the RFP will be evaluated.

Each offeror will be evaluated against the solicitation criteria. The Government will make qualitative assessment by assigning an adjectival rating for Technical, Management, Past Performance and Small Business Utilization. The Technical and Management areas will be rated in two ways: a proposal and a risk assessment. The subfactors within the Technical and Management Factors will also receive an adjectival proposal rating. The subfactor ratings will be used to establish an overall rating for the Technical and Management Factors. For the Technical and Management factors and subfactors for the proposal assessment, a rating of Excellent, Acceptable, Marginal and Poor will be assigned. For the Technical and Management factors and subfactors for the risk assessment, a rating of Low, Moderate, and High risk will be assigned. For Past Performance, ratings of Excellent/Low Risk, Acceptable/Moderate Risk, Unacceptable/High Risk, or Neutral will be assigned. For Small Business Utilization, the ratings of Excellent, Good, Adequate, or Marginal will be assigned. Any areas of the offer requiring clarification will be referred to the Procuring Contracting Officer for resolution. The Procuring Contracting Officer reserves the right to contact offerors for clarification, without opening discussions. The Government reserves the right to award the contract based on initial proposals without conducting discussions.

The Technical Team may make visits to offerors facilities to verify the claims made by the offeror concerning their capability.

The Government will evaluate each offerors proposal as follows:

- Technical Factor
- Management Factor
- Past Performance Factor
- Price Factor
- Small Business Utilization Factor

The Technical Factor is the most important factor. It is significantly more important than Management, which is slightly more important than Past Performance. Past Performance is slightly more important than Price, which is significantly more important than Small Business Utilization. All factors other than Price, when combined, are significantly more important than Price.

EVALUATION CRITERIA

Award will be based on the evaluation of each offerors proposal as follows:

Volume I - Technical Factor:

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There are two subfactors in the Technical Factor as listed below:

Subfactor A - Manufacturing Process, Equipment/Production Rates, Material Subfactor
Subfactor B - Quality System Subfactor

Within the Technical Factor, Subfactor A - Manufacturing Process, Equipment/Production Rates, and Material Subfactor is slightly more important than Subfactor B - Quality System Subfactor. These subfactors shall be evaluated as follows:

Subfactor A - Manufacturing Process, Equipment/Production Rates, and Material

The Offerors proposed Manufacturing Process, Equipment/Production Rates, and Material system plans will be evaluated against the following:

The Government will evaluate the adequacy of the offerors proposed manufacturing process that will be used to produce and deliver the parachutes to meet the RFP requirements, including pack out.

The Government will evaluate the adequacy and availability of the offerors proposed equipment that will be used to meet the RFP requirements.

The Government will evaluate the offerors identification of and rationale for proposed material vendor selection; including the availability of materials from alternate suppliers.

Subfactor B - Quality System Subfactor

The offerors proposed quality system plan will be evaluated against the following:

The Government will evaluate the offerors overall Quality Assurance (QA) management system as evidenced by submitting their Quality Manual. In the absence of a Quality Manual, other QA documentation can be submitted, such as ISO 9001-2000 certification.

The Government will evaluate the offerors proposed methods regarding inspection points, inspection criteria, sample sizes and frequency of inspections.

The Government will evaluate the offerors proposed Acceptance Inspection Equipment (AIE) plan/descriptions (Calibration and maintenance schedules included).

The Government will evaluate the offerors' Plans to identify and manage occurrences of nonconforming materials during production, and to affect adequate corrective actions. (To include, but not limited to, segregation, documentation, and investigation.)

The Government will evaluate the offerors proposed use of process controls and capabilities to monitor production processes.

Volume II - Management Factor:

There are two subfactors in the Management Factor:

Subfactor A - Program Management Plan Subfactor
Subfactor B - Program Integrated Product Team Structure Subfactor

Within the Management Factor, Subfactor A - Program Management Plan Subfactor is slightly more important than Subfactor B - Program Integrated Product Team (IPT) Structure Subfactor. These subfactors shall be rated as follows:

Subfactor A - Program Management Plan Subfactor

The Offerors program management plan will be evaluated against the following:

The Government will evaluate the offerors overall program plan and descriptions of all key events, tasks, interdependencies, and milestones per the basic contract requirement combined with the ability to meet option delivery requirements.

The Government will evaluate the comprehensive program schedule that meets all tasks and events required to meet RFP requirements.

The Government will evaluate the offerors plan to overcome adverse events that impact meeting RFP delivery requirements.

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The Government will evaluate any discrepancies between the program plan and schedule.

Subfactor B - Program Integrated Product Team (IPT) Structure Subfactor

The offerors IPT will be evaluated against the following:

The Government will evaluate the adequacy of the Offerors program and workforce structure, roles, and responsibilities that will used to meet RFP requirements.

The Government will evaluate the adequacy of the experience and training of key technical staff (production, quality control, and engineering) along with training and experience of personnel that will be engaged in production. (To include, but not limited to setup personnel, production operators and assembly workers.)

The Government will evaluate the adequacy of the Offeror business and subcontractor plans.

Volume III - Past Performance Factor:

Past Performance Factor (including the sub-factors of On-Time Delivery and Quality) will each be rated as Excellent/Low Risk, Acceptable/Moderate Risk, Unacceptable/High Risk, or Neutral.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, and that a Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

1) On-Time Delivery

Information provided by the offeror on its recent, relevant contracts will be evaluated. The offeror will be rated based on its record of on-time delivery. The delivery schedule will be compared to the actual deliveries to determine whether deliveries were made on time. If necessary, the offeror will be given an opportunity to present its reasons why it did not meet its original delivery schedule. Other sources, available to the Government other than the contractors proposal, will be used to gather and evaluate the predetermined factors. Sources such as, but not limited to, contracting and pre-award offices at other major supporting commands will be used to gather information.

2) Quality

The government will evaluate all relevant quality issues that it discovers during the period of recent performance, regardless of when the actual delivery was made. Evidence of quality awards and/or quality certifications presented to the offeror can be submitted for consideration. In the event that any indications of problems are discovered during evaluation, the offerors corrective action(s) and process to improve product quality will be evaluated. If such an evaluation is required the offeror will be required to submit data explaining corrective actions it has taken to improve its process and/or to solve quality problems. The offeror will be required to disclose information about Request for Waivers (RDWs), Request for Deviations (RFDs), QDRs, First Article Test failures, and/or other product quality or Quality Program related problems or industrial/commercial equivalent. The submission must be clear and concise when describing the deficiency, stating the corrective action and when it was implemented. The offeror and subcontractor will also be evaluated on its probability of quality success on this contract based on its recent, relevant past quality performance, with consideration of the following:

- Proof/objective evidence that the offerors or subcontractors quality program identifies adverse trends/deficiencies and has adequate corrective actions to correct adverse trends/deficiencies.
- The number and nature of RFWs and RFDs and if they are caused by the contractors, subcontractors or partners lack of process control.
- The number and nature of QDRs that were caused by the contractor, subcontractor or partner.
- The offerors quality program response to QDRs, FAT failures, lot acceptance failures, ballistic LAT failures, and other product quality problems provide the following: root cause analysis of deficiency; corrective action(s) to prevent nonconformance and corrective action(s) to repair/rework those stocks affected by the deficiency/nonconformance.
- Any other quality problems as identified in the PPIMS database for the offeror, any subcontractor or partner.

The sub-factors of On-Time Delivery and Quality within Past Performance are of equal importance.

3) Sources available to the Government other than the contractors proposal will be used to evaluate past performance. Sources such as,

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but not limited to, contracting and pre-award offices at other commands may be used to gather information. In addition, the Government has the right to consider information regarding contractor performance up to the date of award.

4) Consistent with FAR 15.305(a)(2)(iv), during evaluation of past performance an offeror without a record of relevant past performance or for who past performance information is not available will be evaluated or rated either favorably or unfavorably. Such an evaluation or rating will not adversely impact an offerors eligibility for award based on past performance.

Volume IV - Price Factor:

(1) Price analysis shall be used to determine price reasonableness. Additional analysis techniques may be used as determined necessary by the Procuring Contracting Officer. These methods of evaluation may include the use of information/input from sources such as, but not limited to, other Government Agencies and personnel. As part of the evaluation, proposals shall be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1 (g), i.e. unbalanced pricing, a proposal may be rejected if the Contracting Officer determines that the lack of balance possesses an unacceptable risk to the Government.

(2) Unbalanced Pricing: The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between prices for the basic requirement and the option quantities. Unbalanced pricing exists when, despite an acceptable total evaluated price, one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance possesses an unacceptable risk to the government.

(3) The price will be an evaluation factor; however, it will not be adjectivally scored. The Federal Acquisition Regulations (FAR) requires that contracts only be awarded at prices or costs that are fair and reasonable. Additional weighting shall not be given to price differences between offerors after a determination of fair and reasonable price is assigned.

(4) The Government will evaluate offers for award purposes by adding together the total prices proposed for the highest quantity in the Most Probable Quantity Range in each option period specified in Section I to the total price for the basic requirement in Section B as well as the pricing additives mentioned below, in order to determine the overall best value to the Government. Evaluation of options will not obligate the Government to exercise the option(s). In addition, costs for GFE in possession of a contractor will be evaluated based on factors calculated as a result of the provision entitled Evaluation Procedures for use of Government Owned Production and Research Property" located in Section M. In addition, any other pricing related factors identified in Section M shall be applied as required by their respective provisions.

(5) If government production and research property is proposed for use in performance of any contract resulting from this solicitation, each offer will be adjusted to include a rental equivalent evaluation factor for each item of such property calculated in accordance with FAR clause 52.245-9. This adjustment will apply for the use of government property by the offeror as well as any subcontractor thereto.

Volume V - Small Business Utilization Factor:

The government will evaluate the offerors plan for encouraging SB participation in this procurement in the following areas:

- (1) The total number of SB concerns that an offeror has identified and plans on using in this procurement.
- (2) For each of the applicable NAICS (SIC) Industry sub sectors applicable to this solicitation, the extent to which targets, in terms of both dollar value, and as a percentage of the total contract value, have been identified for each SB concern identified for usage in this procurement; and the combined totals, in terms of both dollar value and as a percentage of the total contract, that the offeror proposes in the SB participation in this procurement.
- (3) The extent, and quality of, rationale that offerors provides to support both their identification of SB concerns for usage in this procurement and the monetary targets that they propose.
- (4) The extent to which offerors document a commitment for SB participation in this procurement through means that have some degree as enforceability.

A small business utilization adjectival standard will be used to evaluate the offerors commitment to the use of Small Businesses. Offerors will receive an adjectival scale of excellent, good, adequate, or marginal.

Rating Criteria

Definitions:

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Strength - A specific aspect or attribute of an offerors proposal, which exceeds the minimum requirements of the RFP and/or enhances the probability of program success. A significant strength in the proposal appreciably enhances the probability of success.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk to the level that the proposal may be determined technically unacceptable.

Deficiency - A material failure of a proposal to meet the Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an acceptable level without immediate corrective action.

Ratings will be assigned as follows:

Technical/Management Adjectival Rating-

An adjectival rating will be assigned at the factor and subfactor level which will depict how well each offerors proposal meets the evaluation standards. The following ratings shall be used for the roll-up rating for the Technical and Management Factors:

Excellent: Proposal demonstrates excellent understanding of requirements and the proposed approach exceeds performance or capability standards. Has many strengths that will significantly benefit the Government and possess no significant weaknesses.

Acceptable: Proposal demonstrates a sufficient understanding of requirements and proposed approach that meets the minimum performance or capability standards necessary for acceptable contract performance; however, there are weaknesses or significant weaknesses that are correctable.

Marginal: Proposal does not demonstrate a sufficient understanding of requirements and proposed approach only marginally meets performance or capability standards necessary for minimal but acceptable contract performance; however, significant weaknesses are correctable.

Poor: Proposal fails to demonstrate an understanding of requirements and proposed approach does not meet performance or capability standards. Requirements can only be met with major changes to the proposal.

Proposal Risk Adjectives-

Proposal risk assesses the risks associated with the offerors proposed effort as it relates to accomplishing the requirements of this solicitation. Evaluators will make an independent judgment of the probability of success, the impact of potential failure, and the offerors proposed risk mitigation solutions, when assessing proposal risk. The following adjectival ratings will be assessed for the Technical and Management Factors and subfactors:

A Low Risk Rating has little potential to cause disruption of schedule, increase cost or performance. Normal contractor effort and normal government monitoring will probably be able to overcome difficulties.

A Moderate Risk Rating can potentially cause some disruption of schedule, increase price/cost, or degradation of performance. However, special contractor effort and close Government monitoring will probably be able to overcome difficulties.

A High Risk Rating is likely to cause serious disruption of schedule, increase cost, or degradation of performance, even with special contractor emphasis and close Government monitoring.

Past Performance (including the sub-factors of On-Time Delivery and Quality) will each be rated as Excellent/Low Risk, Acceptable/Moderate Risk, Unacceptable/High Risk, or Neutral.

Offerors are advised that while an offeror will not be evaluated either favorably or unfavorably for having Neutral past performance, and that a Neutral rating can be considered during a trade-off analysis with other offerors who have a performance rating other than Neutral.

1) On-Time Delivery

Excellent/Low Risk: Based on the offerors performance record, virtually no doubt exists that the offeror will successfully perform the required effort. The offeror provides evidence of deliveries that met or exceeded all delivery requirements. No Receipt of any Cure or Show Cause letter.

Acceptable/Moderate Risk: Based on the offerors performance record, some doubt exists that the offeror will successfully perform the required effort. The offeror provides evidence of delivering parachute components of similar complexity, under contract, that met most delivery requirements but may have involved one of the following events: Receipt of any Cure or Show Cause letter from PCO, or revisions

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to the schedule.

Unacceptable/High Risk: Based on the offerors performance record, substantial doubt exists that the offeror will successfully perform the required effort. The offeror frequently fails to deliver product of similar complexity that meets contract requirements. Numerous revisions to the delivery schedule.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

2) Quality

Excellent/Low Risk: Based on the offerors performance record, virtually no doubt exists that the offeror will successfully perform the required effort. The offeror provides evidence of delivering items that met or exceeded all quality requirements without Excessive Scrap Rates, more than 2 QDRs issued, Revocation of ISO 9000 status by the Government or other Competent Authority, no FAT failures.

Acceptable/Moderate Risk: Based on the offerors performance record, some doubt exists that the offeror will successfully perform the required effort. The offeror provides evidence of delivering parachute components of similar complexity, under contract, that met most quality requirements may have involved one of the following events: Excessive Scrap Rates, 2 or more QDRs issued, Revocation of ISO 9000 status by the Government or other Competent Authority, FAT failures but with Government correct and proceed direction.

Unacceptable/High Risk: Based on the offerors performance record, substantial doubt exists that the offeror will successfully perform the required effort. The offeror frequently fails to deliver product of similar complexity that meets contract Quality requirements Failed to pass First Article Test, or Lot Acceptance Test, Repeated QDRs issued)and possibly Revocation of quality certification by the Government or other competent authority.

Neutral: In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance.

Small Business Utilization

A rating will be assigned to each offerors (small, large, and foreign) proposal. This rating considers the proposed small business utilization and the likelihood of attaining that participation based on the small business utilization past performance. Offerors that have no contractual history within three years prior to the initial solicitation closing date, for the same or similar products/services that require (1) compliance with FAR 52.219-8 or FAR 52.219-9, and (2) using SBs and/or HBCU/MIs will be treated neither favorably nor unfavorably. The following adjectival ratings will be used to rate proposals: Excellent, Good, Adequate, or Marginal.

(End of provision)

(MS6001)

M-452.209-4590FIRST ARTICLE APPROVALSEP/1995LOCAL

(a) Evaluation of bids or offers where first article test is waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

(b) Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of provision)

(MS7007)